

BID NO.:

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away
Galvanized Sign and Base Posts-Prequalification**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

SMALL BUSINESS ENTERPRISE MEASURE:.....	See Section 2, Paragraph 2.2
SAMPLES/INFORMATION SHEETS:.....	See Section 2, Paragraph 2.29
USER ACCESS PROGRAM:	See Section 2, Paragraph 2.21
WRITTEN WARRANTY:	See Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Mary Hammett, 305-375-5471, mhammet@miamidade.gov

IMPORTANT NOTICE TO VENDORS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN
ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE
VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID
NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts- Prequalification

Procurement Contracting Associate: Mary Hammett

Bids will be accepted until 2:00 p.m. on , 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the VENDORS name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL VENDORS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1075 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkboc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-3.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

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requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/FM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

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expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla. Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

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The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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2.1 PURPOSE TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the purchase of Traffic Control Sign Fabrication and Aluminum Sign blanks and Break-Away Galvanized Sign Base Posts.

2.2 SMALL BUSINESS CONTRACT MEASURES

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). For set-aside contracts, a 10% (ten percent) preference shall apply for certified Micro vendors.

If there is insufficient availability (less than three certified firms), a 10% (ten percent) bid preference shall apply for certified Micro vendors for awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE vendors. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE Vendors.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp> . The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

2.3 PRE BID CONFERENCE INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT FIVE YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW INTENTIONALLY OMITTED

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2.6 METHOD OF AWARD TO PRE-QUALIFIED VENDORS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

Award of this contract will be made to all responsive, responsible vendors who meet the qualifications as stated herein and who meet and/or exceed the minimum criteria established below:

- a) The vendor(s) shall maintain an office or a warehouse. This facility shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m.
- b) Provide telephone number of working telephone, separate facsimile lines, and E-Mail address to expedite quotes.
- c) Provide listing of at least three (3) large Commercial business and/or Government Agencies' references, name, phone number, address, and e-mail address where you have provided any of the traffic control sign fabrication, aluminum sign blanks and break-away galvanized sign base posts listed in the bid submittal for at least two (2) continuous years.
- d) Provide current letters from the manufacturer, on the manufacturer's letterhead, designating the vendor as a manufacturer agent, dealer, representative, distributor and/or reseller of the products listed in the bid submittal. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative or provide the following:
 - D.1 A copy of the signed agreement between the manufacturer and the vendor designating the vendor as an agent, dealer, representative, distributor and/or reseller of the products listed in the bid submittal.
 - D.2 Reference to the manufacturer's internet website, where the manufacturer clearly lists the vendor as an agent, dealer, representative, distributor and/or reseller of the products listed in the bid submittal.

Vendors meeting and/or exceeding the solicitation criteria will be placed on a Pre-Qualification List that may be accessed by various user departments in order to obtain price quotations for items in the appropriate group. All vendors will be solicited for Spot Market quotes on an as-needed basis by County Departments.

It shall be the sole prerogative of the County as to the number of awarded vendors on this contract. During the term of this contract, the County reserves the right to add all qualified vendors who meet the criteria above to the pool and/or delete vendors, and manufacturers as deemed necessary and in the best interest of the County.

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EMERGENCY SERVICE: Declared State of Emergency

In the event an Emergency is declared for Miami-Dade County, the following emergency conditions shall pertain to this contract for the duration of the time period of the declared emergency.

- a) The County reserves the right to purchase signs from vendors not awarded on this contract.
- b) All sign orders placed by Miami-Dade County will have first priority for fulfillment by all awarded vendors.
- c) Authorized personnel within the Department Procurement Management are granted the ability to waive geographic location during the duration of the State of Emergency for immediate delivery of signs to various departments.
- d) The pre-qualified pool of vendors will be the first to be contacted for delivery of signs in an emergency situation.

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS

If the vendor is awarded a contract under this solicitation, the prices offered by the vendor shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- ☒X___: Product Information Sheets
- _____: Product Samples with Initial Offer
- _____: Product Samples Upon Specific Request
- _____: Product labels
- _____: Performance Test Results

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If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item

specified in the solicitation. Where an "or equal" item is offered, and product information

sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE INTENTIONALLY OMITTED

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket

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number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of

these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

2.16 SHIPPING TERMS F.O.B. DESTINATION

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various Miami-Dade County Departments.

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2.17 DELIVERY REQUIREMENTS

The vendor shall make deliveries of traffic control sign fabrication, aluminum sign blanks and break-away galvanized signs and base posts within the calendar days stated in the facsimile or electronic mail quote. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County department of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County department.

Should the vendor(s) to whom the order is awarded fail to deliver in the number of days as stated in its facsimile or electronic mail quote to the user department; the department shall cancel the order with the low vendor and place the order with the next low vendor based on the total order amount for the remaining facsimile or electronic mail quote item(s) and to charge the vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.17.1 DELIVERY AND ACCEPTANCE

Delivery is FOB destination and is to be made to the department's location that is listed on the purchase order.

The vendor shall arrange for a delivery by calling the department that is listed on the purchase order.

Deliveries will be accepted Monday through Friday, at the designated time on the purchase order. Delivery should be made on a flatbed truck for easy off-loading.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

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2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within 10 calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 15 calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email – mhammet@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and

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complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the vendor must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

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2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND GOVERNMENTAL AGENCIES

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or governmental agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor (s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.24 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.25 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

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Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.

Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.26 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.27 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.28 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.29 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the vendor may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the vendor of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the vendor's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the vendor fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the vendor's proposal for that item(s); provided however, that in the event of a group or aggregate award, the vendor's proposal will not be eligible for that group or in the aggregate as applicable. All samples

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shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by vendor. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the vendor during the contract period shall conform to the sample submitted. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification****3.1 SCOPE OF WORK****GROUP A – TRAFFIC CONTROL SIGN FABRICATION**

It is the intent of this contract to pre-qualify vendors to participate in Spot Market Purchases for the acquisition of Group A - Traffic Control Sign Fabrication, as per specifications contained in this solicitation and Appendix A attached and made part of this solicitation.

3.2 GENERAL

The work specified in this Section consists of furnishing aluminum roadway signs and aluminum sign blanks, in conformance with the following (including latest revisions):

- a. Standard Highway Signs Manual, published by the U.S. Department of Transportation Federal Highway Administration.
- b. Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the U.S. Department of Transportation Federal Highway Administration, 2007 Edition.
- c. Standard Alphabets for Highway Signs, published by the U.S. Department of Transportation Federal Highway Administration.
- d. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition.
- e. American Society for Testing and Materials (ASTM) Standards.

3.3 MATERIALS**A. SIGNS BLANKS**

The material used shall be new **Domestic Aluminum** 5052-H38 Alloy .080 inch sheet. Both sides of the sign blank shall be finished using the Alodine 1200 power spray or immersion seven step methods. The surface shall be clean and show no evidence of corrosion or tarnish.

The sheet aluminum shall be flat and smooth without bends, scratches, indentations, abrasions, burrs, sharp edges or roughness of any kind. A neat transition shall be provided at the point of tangency where the radius joins the straight edge, with no noticeable interruption such as offsets, nicks, projections, deflections or other abrupt interruption of delineation. The edges shall be clean and smooth. Sign Panels shall be square to within 0.09% of the length of the panel.

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification**

All signs and sign blanks shall be sized and provided with bolt holes as indicated on the drawings provided herewith. In the event the hole size, hole location and/or corner radius is specified differently on the work order, the vendor shall contact the Traffic Control Standards and Specifications Coordinator, Traffic Signals and Signs Division, at (305) 592-3470, ext 227, for the correct information.

B. REFLECTIVE SHEETING

The reflective sheeting shall be in conformance with the following:

1. American Society for Testing and Materials (ASTM) Standard D-4956-01a, Standard Specification for Retro-reflective Sheeting for Traffic Control.
2. FDOT's Special Provision dated July 6, 2000, replacing Section 994 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition and amending ASTM D-4956. In case of discrepancy, this FDOT Special Provision shall take precedence over ASTM D-4956-01a. Replace the following within the FDOT Special Provision as indicated:

<u>Replace:</u>	<u>With:</u>
Type VII	Type IX
Table 4	Table 7
Table 5	Table 8
Table 7	Table 10
Table 8	Table 9
Table 9	Table 12
Table 10	Table 13
Table 11	Table 14
Table 13	Table 3

The reflective sheeting, as classified by ASTM, shall be either:

- 1) Type I, medium intensity, enclosed lens glass bead, referred to as "Engineering Grade";
- 2) Type III, high intensity, encapsulated glass bead; or
- 3) Type IX, very high intensity, unmetallized micro prismatic element (See Table 1 below) with a Class 1 or Class 2 adhesive backing. No lesser grade or quality of sheeting will be permitted.

The Miami-Dade County Public Works Department standards for reflective sign materials for use on all County maintained roadways shall be as specified in Table I below:

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification****Table 1**

Sign Type	Sheeting Material (ASTM Classification)
Stop Yield Do Not Enter Wrong Way One Way No Left Turn No Right Turn No U Turn	Type III (High Intensity)
All other regulatory Mast arm/Span wire Installations	Type III (High Intensity)
All others ground mount	Type I (Engineering Grade)
Street Name signs	Type I Background - Green (Engineering Grade) Type III Legend - White (High Intensity)
School School Advance	Type IX Fluorescent Yellow/Green (Very High Intensity)

Application of the sheeting shall be in conformance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and recommendations of the sheeting manufacturer. Sheeting shall completely cover the face of the sign. The edges shall be neatly trimmed.

All finished signs, with the exception of Street Name signs and signs ordered with reflective sheeting only, shall have the words "PROPERTY OF MIAMI-DADE", imprinted on the bottom central face of each sign, in 3/16", series "C", upper case letters.

3.4 LEGEND

Finished signs shall be sized and lettered as indicated in the Standard Highway Signs Manual, the Standard Alphabets for Highway Signs, the MUTCD and Miami-Dade County Standards.

3.5 CERTIFICATION OF CONFORMANCE

The vendor shall furnish a Certificate of Conformance with a properly notarized Affidavit specifying the aluminum alloy and domestic source of origin.

The vendor shall also furnish the County with a certification that all signs and materials have been manufactured in strict accordance with the Standards and Specifications specified herein.

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification****3.6 QUOTE ITEMS - GENERAL**

DESCRIPTION

The Description of each line item includes the following:

1. Manual on Uniformed Traffic Control Devices (MUTCD) code or Miami Dade-County Public Works and Waste Management Department (MDCPWWM) alpha numeric designation:

R = Regulatory Sign

W = Warning Sign

D = Guide Sign (Street Name)

Guide Signs = MUTCD code series D, I & M

(L or R) = Specify direction (L = Left, R = Right)

(XX) = Specify Speed (15, 20, 25, 30, 35, 40, 45 or 50)

(Mod.) = Modified

MDCPWD = Miami-Dade County Public Works Department

2. Legend (Group 1)

3. Sign size in inches

4. Type of Reflective Sheeting (per ASTM)

Type I = Engineering Grade

Type III = High Intensity

Type IX = Very High Intensity (Fluorescent Yellow/Green)

3.7 QUOTE ITEMS SECTION 1 - STANDARD SIGNS

All signs in Section 1 shall be furnished complete with the designated sheeting type and legend applied, ready for field installation. The legend will be according to the "Standard Highway Signs Manual," U.S. Department of Transportation; or, for MDCPWWM designated signs, MDCPWWM standard drawing.

3.8 QUOTE ITEMS SECTION 2 - OTHER SIGNS

Section 2 (Other Signs) includes Regulatory, Warning and miscellaneous signs listed in the MUTCD and in the attached MDCPWWM Work Order Sign List.

It also includes Non-Standard Signs which may not be listed in either the MUTCD or the attached MDCPWWM Work Order Sign List.

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification**

For Non-Standard signs, the vendor shall provide a scaled drawing of the sign to the County for approval prior to manufacture. Such draft shall be provided within five (5) working days of the order. The County may modify the drawing at its discretion. Sign fabrication shall not commence until written approval has been given to the vendor.

All signs in Section 2 shall be furnished complete with the designated sheeting type and legend applied, ready for field installation.

3.9 QUOTE ITEMS SECTION 3 - STREET NAME SIGNS

Street name signs shall have a Type I sheeting background with Type III legend. Ground mounted signs shall be furnished with the street name on one (1) side only and lettered according to the standard drawings provided herein. Aerial mounted signs shall have a Type III legend and one-half (1/2") inch Type III border and shall be lettered according to the standard drawings provided herein. Aerial mounted signs will be specified with the street name on either one or both sides. The street name will be provided at the time a Work Order is issued.

All signs in Section 3 shall be furnished complete with the designated background and legend sheeting types applied, ready for field installation.

3.10 QUOTE ITEMS SECTION 4 – SIGN BLANKS WITH BACKGROUND SHEETING ONLY

The vendor shall furnish signs with background sheeting applied and trimmed to size. No legend will be required.

GROUP B – ALUMINUM SIGN BLANKS AND BREAKAWAY GALVANIZED SIGN AND BASE POST**3.11 SCOPE**

It is the intent of this contract to pre-qualify vendors to participate in Spot Market Purchases for the acquisition of Group B – Aluminum Sign Blanks and Breakaway Galvanized Sign and Base Post, as per specifications contained in this solicitation and Appendix B attached and made part of this solicitation. These specifications and drawings outline the requirements for aluminum sign blanks.

3.12 MATERIAL

The material used for the signs shall be new Domestic Aluminum, 5052-H38 Alloy, .080 gauges. It finish shall be Alodine 1200 using the power spray seven (7) step method or approved equivalent, free from burrs or sharp edges. The surfaces shall be flat and smooth without dents.

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification****3.12.1 MATERIAL VERIFICATION**

During the Spot Market process, the County reserves the right to require the vendor to submit with its bid submittal form proof of conformance to these technical specifications for materials and/or processes used for the fabrication of sign blanks. Failure to submit required documentation may result in the vendor's bid submittal being deemed non-responsive.

3.13 PACKAGING

Sign blanks shall be delivered in bundles stacked on pallets not to exceed 1000 pounds and delivered to various Miami-Dade County Departments upon request.

3.14 DELIVERY

All deliveries of sign blanks shall be provided on a flatbed truck or trailers for off-loading by forklift sides of bed. Failure to do so shall be reason to reject delivery.

3.15 GENERAL: The following are requirements for Sign Blanks, Break-Away Galvanized Sign and Base Posts as shown below:**3.16** Florida State Statute 316.003(23)

"OFFICIAL TRAFFIC CONTROL DEVICES-All signs, signals, markings and devices, not consistent with this chapter, placed or erected by authority of public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic."

3.17 Florida State Statute 316.0745

"It shall be unlawful for any public body and/or official to purchase, or for anyone to sell any traffic control signal or device unless it conforms to the manual and specifications published by the Department of Transportation and is certified to be of such conformance prior to sale. Any manufacturer or vendor who sells any traffic control signal, guide, or directional sign or device without such certification shall be ineligible to bid or furnish traffic control devices to any public body and/or official without such certification shall be ineligible to bid or furnish traffic control devices to any public body and/or official for such period of time as may be established by the Department of Transportation; however, such period of time shall be for not less than one (1) year from the date of notification of such ineligibility."

3.18 Aluminum Sign Blanks and U-Iron Posts

This Technical Specification is for materials to be used in the fabrication and/or installation of official traffic control devices for use on public roadways in Miami-Dade

SECTION 3

TECHNICAL SPECIFICATIONS**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification**

County, Florida. Traffic control devices as described in the above State Statutes for signage is comprised of the following components: sign blank; reflective/non-reflective sheeting material; silk screening ink; and mounting post with hardware. All components shall meet all minimum requirements as set forth in the latest edition of the Florida Department of Transportation (FDOT) manual titled "Standard Specifications for Road and Bridge Construction"; latest edition of U.S. Department of Transportation FHWA manual titled "Manual on Uniform Traffic Control Devices" (MUTCD); latest edition of U.S. Department of Transportation FHWA manual titled "Standard Highway Signs"; and all requirements as stated in the attached Technical Specifications.

3.19 Certified Interchangeability of U-Iron Posts and Hardware

The U.S. Department of Transportation FHWA requires small roadside sign supports to have crash tests conducted for compliance to break-away standards and must be approved by the FHWA prior to sale and installation. Furthermore, the break-away sign post described in the Technical Specification (i.e., sign post, base post, retainer-spacer strap, hex head-integral flange bolt, nut and lock washer) shall be certified in writing by the FHWA as being totally interchangeable with the manufacturers equipment previously supplied and installed in Miami-Dade County for over the past twenty (20) years per the attached Technical Specification.

3.20 Acceptance or Rejection

Due to the fact that this Technical Specification must meet all minimum requirements as set forth by the U.S. Department of Transportation FHWA; Florida Department of Transportation (FDOT); and Florida State Statutes referencing "official traffic control devices" it is therefore deemed that all requirements as stated in any of the above paragraphs must be met by the successful lowest vendor prior to bid award to be considered as qualified.

The successful vendor shall provide any or all required documentation prior to bid award; and prior to shipment(s), where applicable. Failure to provide said documentation (i.e. FHWA, FDOT, EPA certifications, test results, letter of conformance, etc. may be cause to find vendor's submittal form non-responsive. This information may be provided during the evaluation period.

3.21 DESCRIPTION

Posts are to be hot rolled flanged channel galvanized per ASTM A-123 furnish, and intended to be used as supports for signs. Base post to be galvanized to ASTM A-123.

SECTION 3
TECHNICAL SPECIFICATIONS

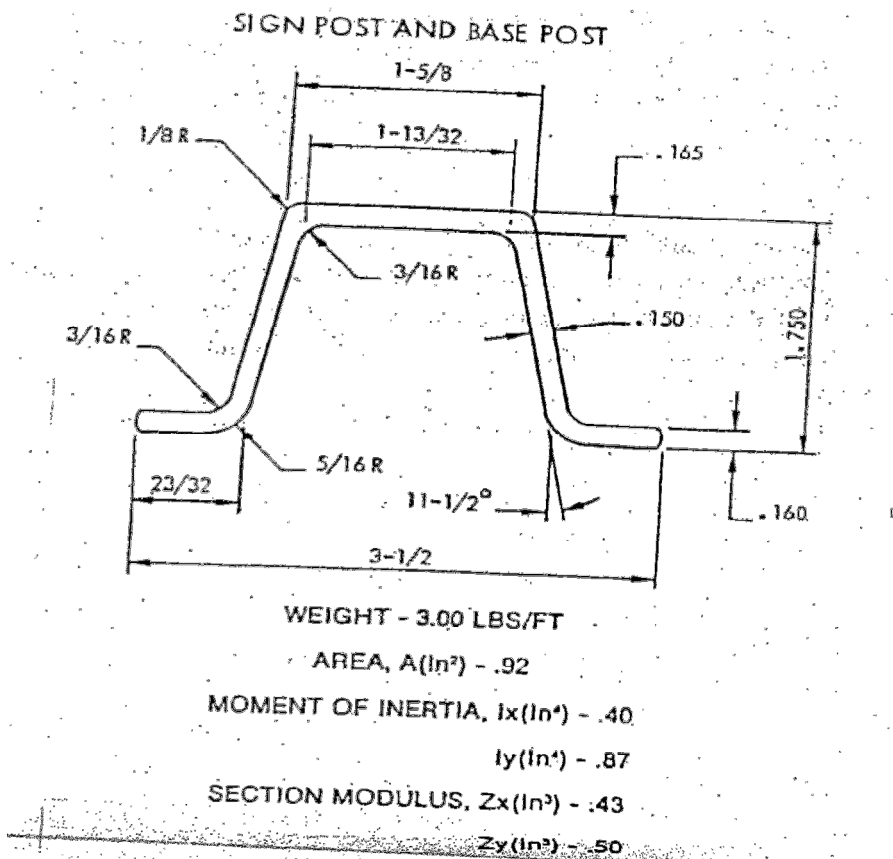
Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification

3.22 MATERIAL

Posts shall be produced from high strength rail steel according to ASTM A-499-81, Grade 60.

3.23 SECTION

Posts shall be of a uniform flanged channel section. The dimension of the posts shall be as follows:

**3.24 WEIGHT**

The weight of each base post and sign post before holes are punched shall be 3.0 lb/ft. as specified. The weight tolerance shall be plus or minus 3-1/2%.

3.25 LENGTH-BASE POST

The length of the base post shall be 2'6", with tolerance of plus or minus 1.0".

3.26 LENGTH-SIGN POST

The length of the sign post shall be as specified with a tolerance of plus or minus 1.0".

SECTION 3
TECHNICAL SPECIFICATIONS

Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification

3.27 PUNCHING-BASE POST

The base post shall be punched full length with 3/8" diameter holes on 1.0" centers, except first and fifth are .375" x .500" slots with first hole 1.0" from top. The base post will be pointed.

3.28 PUNCHING-SIGN POST

The sign post shall be punched with 3/8" diameter holes on 1.0" centers, full length. First hole and last hole 1.0" from end of post.

3.29 FABRICATION

The furnished posts shall be machine straightened and have a smooth uniform finish, free from injurious defect affecting their strength, durability and appearance. Both holes shall be carefully spaced vertically and horizontally, so that the holes will align. All holes and sheared ends shall be commercially free from burrs.

3.30 RETAINER-SPACER STRAP

Material shall be mild steel, length, width, and thickness as follows:
17.125" long x 1.00" wide x .375" thick with .375" offset.

3.31 RETAINER-SPACER STRAP FINISH

The finish shall be galvanized conforming to ASTM A-123 after fabrication.

3.32 BOLTS

Bolts shall be 5/16"-18 UNC x 1-3/4" hex head, integral flange conforming to ASTM A-354, Grade BC.

3.33 NUTS

Nuts shall be 5/16"-18 UNC hex head, integral flange conforming to ASTM A-563, Grade DH.

3.34 LOCK WASHERS

Lock washers shall be 3/8" heavy external type.

3.35 BOLT, NUT, AND LOCKWASHER FINISH

Cadmium plated per ASTM A-165-80, Type OS, except using clear chromate.

3.36 MATERIAL VERIFICATION

The County reserves the right to require from the vendor proof of conformance to these technical specifications for all materials and/or process used for the fabrication of the

SECTION 3
TECHNICAL SPECIFICATIONS

Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification

break-a-way galvanized sign and base posts with each shipment for acceptance. Failure to provide required documentation, when requested, shall be cause to reject shipment and/or void contract with vendor as non-responsive.

3.37 DELIVERY

All delivers of breakaway galvanized and back posts shall be provided on flatbed truck or trailers for off-loading by forklift from side of bed. Failure to do so shall be reason to reject delivery.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: **MH**

ISD/PM

Date Issued:

This Bid Submittal Consists of
Pages **22** thru **28** + **Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:

**Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away
Galvanized Sign and Base Posts-Prequalification**

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful vendor and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 550-62,570-58	
Procurement Contracting Associate Mary Hammett	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4

Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification**BID SUBMITTAL FOR:****FIRM NAME:** _____

- 1). Please provide the name of office staff capable of meeting the County's needs from 8:00 A.M. to 5:00 P.M.

Contact Person: _____

Office Address: _____

City/State/Zip Code: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

Number of Years in Business: _____

- 2). Provide at least three (3) large Commercial and/or Government Agencies' references, Company name, address, contact person and phone number where you have provided any of the following traffic control sign fabrication, aluminum sign blanks and break-away galvanized sign and base post for at least two (2) continuous years:

REFERENCES:

Client's Name	Nature of Project	Contact Person and Title	Telephone Number

Have you included the above with your Bid Submittal? Yes_____ No_____

SECTION 4

Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification**BID SUBMITTAL FOR:****FIRM NAME:** _____

- 3) List all manufacturer brand names/makes that shall be available from your firm. Attach proof of your firm's designation as a manufacturer, agent, dealer, representative, distributor and/or reseller of the products listed in the submittal.

Traffic Control Sign Fabrication

- | | |
|-----------|-----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |
| 7) _____ | 8) _____ |
| 9) _____ | 10) _____ |
| 11) _____ | 12) _____ |
| 13) _____ | 14) _____ |

If needed, attach separate sheet for additional manufacturers
Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Post

- | | |
|-----------|-----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |
| 7) _____ | 8) _____ |
| 9) _____ | 10) _____ |
| 11) _____ | 12) _____ |
| 13) _____ | 14) _____ |

SECTION 4

Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized
Sign and Base Posts-Prequalification

BID SUBMITTAL FOR:

FIRM NAME: _____

If needed, attach separate sheet for additional manufacturers



SECTION 4
BID SUBMITTAL FOR:
Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and
Base Posts-Prequalification

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION
WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Traffic Control Sign Fabrication and Aluminum Sign Blanks and Break-Away Galvanized Sign and Base Posts-Prequalification

By signing this Bid Submittal Form the VENDOR certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the VENDOR must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the VENDOR. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the VENDOR is not a responsible contractor.

The VENDOR confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the VENDOR will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon Vendor registration. Failure to register as a Vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if VENDOR has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming vendor meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming vendor is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the VENDOR is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. VENDOR participation in the Joint Purchase portion of the UAP is voluntary, and the VENDOR's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the VENDOR.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____/____-____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days **(Please see paragraph 1.2 H of General Terms and Conditions)**

Signature: _____ **(Signature of authorized agent)**

***“By signing this document the VENDOR agrees to all Terms and Conditions of this Solicitation and the resulting Contract.”**

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS **FORMAL BIDS**



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R162-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____ Printed Name of Affiant	_____ Printed Title of Affiant	_____ Signature of Affiant
_____ Name of Firm		_____ Date
_____ Address of Firm	_____ State	_____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced _____

_____ Signature of Notary Public	_____ Serial Number	
_____ Print or Stamp of Notary Public	_____ Expiration Date	_____ Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100